

RETURN DATE: SEPTEMBER 3, 2019 : **SUPERIOR COURT**
AUDREY SILVEY : **J.D. OF NEW HAVEN**
v. : **AT NEW HAVEN**
DAVID DIAH : **JULY 29, 2019**

COMPLAINT

FIRST COUNT: Elder Exploitation in Violation of C.G.S. § 17b-462

1. The Plaintiff Audrey Silvey is an individual residing at 5218 Ashlar Village, Wallingford, CT 06492.
2. The Plaintiff Ms. Silvey is and was at all times relevant to this Complaint an elderly person as defined in C.G.S. § 17b-462.
3. The Defendant David Diah is an individual residing at 21202 Town Walk Drive, Hamden, CT 06518
4. In or around 2002, the Defendant became acquainted with Ms. Silvey through her volunteer community work.
5. At all relevant times the Defendant knew or should have known that Ms. Silvey was elderly and had no spouse, heirs or close family.
6. At all relevant times the Defendant established a confidential relationship with Ms. Silvey, whom he knew or should have known was susceptible to influence.
7. At all relevant times the Defendant knew or should have known that Ms. Silvey was retired, living on a fixed income and not independently wealthy.
8. At the time of their first acquaintance the Defendant was a Jamaican national and experiencing difficulty finding professional employment in the United States.
9. The Defendant made it known to Ms. Silvey that he desired to obtain a degree in education but that he had no financial means to pursue it, and that due to his citizenship status he was precluded from consideration for financial aid.

10. Ms. Silvey directly paid, in full over the course of years, the Defendant's tuition, books and other fees for the University of New Haven, Southern Connecticut State University and the University of St. Joseph, wherein the Defendant received multiple and advanced degrees in Education.

11. Ms. Silvey made these payments for his education in reliance upon the Defendant's promise to repay Ms. Silvey once he secured gainful employment as a result of the same.

12. In order to make these large payments, Ms. Silvey took out several loans from her credit union and withdrew money from her retirement accounts.

13. In addition to the aforementioned direct payments to the schools, Ms. Silvey also provided to the Defendant free lodging in her home and home improvements to accommodate the same, spending money, money for clothes, gifts to others and medical expenses, and daily round-trip transportation to and from campus throughout the entire course of the Defendant's schooling.

14. In addition to the aforementioned payments, Ms. Silvey sold her house to the Defendant at a loss and assumed the buyer's costs of such sale—all once again to the financial benefit of the Defendant.

15. Since the completion of his extensive education and beginning of his gainful employment, the Defendant has not repaid any of his debt to Ms. Silvey, despite repeated demand and despite the Defendant's repeated acknowledgement of his promise to pay.

16. Since the completion of his extensive education and the beginning of his gainful employment, the Defendant has cut off all communication with Ms. Silvey.

17. The Defendant has repeatedly and grossly exploited Ms. Silvey, an elderly person, in violation of C.G.S. § 17b-462, in one or more of the following ways:

- a. IN THAT he curated a personal relationship with Ms. Silvey, an elderly person, for the sole purpose gaining access to her resources;

- b. IN THAT he misrepresented his personal and financial status in order to induce her to want to financially assist him in his endeavors;
- c. IN THAT he accepted an extraordinary amount of money from an elderly woman whom he knew or should have known was unmarried, had no heirs or close family to safeguard her interests;
- d. IN THAT he took Ms. Silvey's money and assets with no intention of ever repaying her;
- e. IN THAT he accepted Ms. Silvey's time, money and other assets knowing that there was zero benefit flowing to her;
- f. IN THAT he knew or should have known taking such large sums of money from an elderly person would result in financial distress;
- g. IN THAT he enriched himself at the expense of Ms. Silvey to her extreme financial and emotional detriment;
- h. IN THAT he failed to act in good faith concerning his legal and moral obligations to Ms. Silvey;
- i. IN THAT he has willfully and intentionally delayed resolving this matter with a person of advanced age in order to escape his legal and moral obligations.

18. As a direct result of the aforementioned acts of exploitation, Ms. Silvey has incurred substantial financial loss.

19. As a direct result of the aforementioned acts of exploitation, Ms. Silvey has incurred severe emotional distress.

20. As a direct result of the aforementioned acts of exploitation, Ms. Silvey has incurred costs, attorney's fees and expenses.

SECOND COUNT: Undue Influence

1. Plaintiff incorporates by reference Paragraphs 1-15 of the First Count as Paragraphs 1-15 of the Second Count.

16. The Defendant exerted control over Ms. Silvey, whom he knew or should have known was susceptible to influence.

17. The defendant has had opportunities to exert undue influence and used those opportunities to convince Ms. Silvey to make financial payments on his behalf.

18. As a direct result of the aforementioned acts of undue influence, Ms. Silvey has incurred substantial financial loss.

19. As a direct result of the aforementioned acts of undue influence, Ms. Silvey has incurred severe emotional distress.

20. As a direct result of the aforementioned acts of undue influence, Ms. Silvey has incurred costs, attorney's fees and expenses.

THIRD COUNT: Unjust Enrichment

1. Plaintiff incorporates by reference Paragraphs 1-15 of the First Count as Paragraphs 1-15 of the Third Count.

16. The Defendant received direct payments from Ms. Silvey for his education and living expenses and was enriched in a multitude of ways.

17. It would be unjust for the Defendant to keep benefiting from that enrichment while Ms. Silvey will have to seek public assistance to live.

18. As a direct result of the aforementioned unjust enrichment, Ms. Silvey has incurred substantial financial loss.

19. As a direct result of the aforementioned unjust enrichment, Ms. Silvey has incurred severe emotional distress.

20. As a direct result of the aforementioned unjust enrichment, Ms. Silvey has incurred costs, attorney's fees and expenses.

FOURTH COUNT: Fraud

1. Plaintiff incorporates by reference Paragraphs 1-15 of the First Count as Paragraphs 1-15 of the Fourth Count.

16. The Defendant made repeated representations of the intent to repay Ms. Silvey when he gained employment, inducing her to believe that payment was forthcoming.

17. The Defendant made repeated representations of the intent to repay Ms. Silvey when he gained a footing after a child custody dispute, inducing her to believe that payment was forthcoming.

18. As a direct result of the aforementioned fraudulent behavior, Ms. Silvey was induced to believe she was within her legal rights at all times to pursue the debt.

19. As a direct result of the aforementioned fraudulent behavior incurred substantial financial loss.

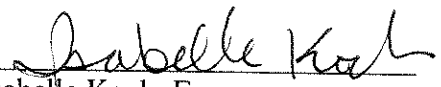
20. As a direct result of the aforementioned fraudulent behavior, Ms. Silvey has incurred severe emotional distress.

21. As a direct result of the aforementioned fraudulent behavior, Ms. Silvey has incurred costs, attorney's fees and expenses.

WHEREFORE, the Plaintiff prays for the following relief:

1. That the court award compensatory damages, according to proof of monetary injury incurred by Plaintiff;
2. That the Court award punitive damages;
3. That the court award reasonable attorney fees and costs, according to proof of value of such legal services;
4. That the court grant any other relief the court sees fit to award.

THE PLAINTIFF

BY: 
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STATEMENT OF AMOUNT IN DEMAND

The Plaintiff in the above-captioned action claims compensatory damages and attorney fees in excess of FIFTEEN THOUSAND (\$15,000.00) DOLLARS.

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